

ATTENTION

MANDATORY REQUIREMENTS FOR VENDORS

This RFP is issued by the Bureau of Purchase and Property and contains the official RFP Proposal specifications. This RFP and the contained specifications supercede any previous documentation you may have received from another source. The Bureau of Purchase and Property must issue any changes and/or amendments to this RFP.

For your submission to be considered as responsive the following is required:

- Proposals must be delivered in sealed containers and permanently marked as per the specifications in the RFP.
- Your submission must include an “ORIGINAL” and the required number of “COPIES”.
- “ORIGINALS” and all “COPIES” must be clearly and permanently marked on the cover.
- Printouts of complete original Addenda (if any issued) in numerical sequence, filled out and signed by a person who is authorized to legally obligate your company.
- A printout of this entire RFP Proposal package as received, must be completed and returned in its entirety, as part of your “ORIGINAL” response.
- This Bureau of Purchase and Property Signature Page must be completed and returned signed in the space provided, by a person who is authorized to legally obligate your company.
- Sealed and labeled RFP proposals must be delivered to the NH Bureau of Purchase and Property by 2:30 PM on the specified date or they will be deemed non-responsive.
- Proposals received that are not complete will not be considered acceptable. Please read the RFP for detailed instructions regarding all of the above requirements.

Contact: Robert Lawson at Bureau of Purchase and Property, 603 271-3147 if you need further clarification of these instructions.

BUREAU OF PURCHASE AND PROPERTY SIGNATURE PAGE

Date: August 25, 2004

Proposal No.: Fleet-11-1-005

Date of Proposal Opening: September 20, 2004

Time of Proposal Opening: 2:30 P.M.

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFP TO: Tamra Grossman

TEL. NO.: (603) 271-3180

E-MAIL.: tamra.grossman@nh.gov

BID INVITATION FOR: Administrative Services, Bureau of Risk Managment

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this RFP at the price(s) quoted, in complete accordance with all conditions of this RFP and the State of New Hampshire Contract Standard Terms and Conditions (Form P37).

Company Name:

—

Address: _____

Tel.: (local) _____ (Toll
Free) _____

Fax: _____

Authorized Signature:

(SIGNATURE)

(TYPE OR PRINT NAME)

This document must be signed by a person who is authorized to legally obligate the bidder. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the bidder and that any and all other terms and conditions submitted by the bidder are null and void, even if such terms and conditions have terminology to the contrary. Bidder shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Date: August 25, 2004

Coverage Sought: Automobile Fleet Liability

Contract Period: November 1, 2004 – November 1, 2007, Three Years

Date Proposals Due: September 20, 2004, no later than 2:30 p.m. EST

Proposals to be Delivered to: Department of Administrative Services
Division of Plant and Property
State House Annex, Room 102
25 Capitol Street
Concord, NH 03301

Contents of this Request for Proposals

- General Bidding Instructions
- Special Servicing Requirements
- Detailed Specifications
- Quotation Worksheet - Offer

Exhibit A- Standard State of New Hampshire Contract Provisions

Exhibit B- Certificate of Authority

Exhibit C- Summary Fleet Inventory

Exhibit D- Summary Loss Data

Exhibit E- Subrogation- Recovery Results

Notice to Prospective Bidders

The Department of Administrative Services, Bureau of Risk Management in accordance with the provisions of RSA 21-I, invites proposals for furnishing liability insurance to cover its fleet operations. For those interested in offering proposals the section titled Detailed Specifications provides coverage and servicing requirements. Proposals may be submitted only by an authorized licensed resident agent of a company or companies whose policies are offered herein and which are licensed to transact business in the State of New Hampshire. If submitted on behalf of an agency, the proposal must also be signed by an official of the agency as appearing on the agency records with the New Hampshire Insurance Department.

It shall be understood that no prospective bidder will in any manner "tie up" markets in an effort to restrict access to other agencies wishing to quote. Agents submitting proposals shall disclose the identity of all markets they had approached and provide a short narrative of each market's response. Bidders must report the premium each market requested to provide the State coverage as sought in these specifications. Agents shall be allowed to offer a maximum of two (2) proposals and agree not to block other markets from offering coverage through another agent. Determination of behavior out of compliance with this request shall be grounds for disqualification.

Submission of Proposals

Proposals must be submitted on the attached forms, properly signed, sealed, and returned by the date and time specified in the envelope furnished for this purpose. Alternate plans or additional information deemed pertinent may be added. The coverage and services purchased in accordance with this Request for Proposal (RFP) shall be for a term of three (3) years, commencing on November 1, 2004. An original and two copies of each proposal must be provided at the time proposals are submitted. All proposals must contain a letter of transmittal, signed by an individual(s) having the authority to bind coverage for the quoting companies.

Proposals must be signed and submitted in sealed envelopes before 2:30 p.m. EST on September 20, 2004 to:

Department of Administrative Services
Division of Plant and Property
State House Annex, Room 102
25 Capitol Street
Concord, NH 03301

Envelopes must be clearly marked as follows: RFP – Auto Fleet Liability Insurance. Late proposals will not be considered and telegraphic or facsimile bids will not be accepted.

The bid opening will be held in the conference room at the Department of Administrative Services, Division of Plant and Property, State House Annex, Room 102, 25 Capitol Street, Concord, NH 03301. The bid opening is open to the public and all interested parties are invited to attend. Only the names of the bidders submitting proposals and the companies offering coverage will be announced at that time. No further details will be released until each offer is examined to determine it has met specifications and a complete evaluation has been conducted with an award made. All bidders offering proposals will be notified in writing of the vendor selected for award of this contract.

PLEASE NOTE:

Rates and rating plans quoted herein must be on file with the New Hampshire Department of Insurance in accordance with the laws and rules of the Department on or before November 1, 2004. With reference to the foregoing, worksheets and other data to substantiate rates and premiums offered must accompany the offered proposal.

Method of Award

Proposals shall be evaluated in accordance with RSA 21-I:22-a and 21-I:22-b. Awards will be made that represent “the best interest of the State of New Hampshire”. Bidders shall demonstrate for themselves, and any subcontractors they plan to use, that they have the organization, experience, and technical skills, financial resources and proven track record to effectively provide the services required.

The following criteria and weights shall be applied in evaluating proposals:

<u>Weight</u>	<u>Criteria</u>
50%	Lowest rate
20%	Rate guarantee
20%	Administration of subrogation program for physical damage losses
10%	DDC funding and related programs

The State of New Hampshire reserves the right to accept any and all proposals, or parts of proposals, with or without cause, and in such event the proposer submitting a bid makes such a proposal and submission without recourse. The State of New Hampshire reserves the right to waive technicalities to ensure a program providing the greatest benefit to the State. Vendors preparing responses will not be compensated for their proposal efforts.

Questions

Questions shall be submitted in writing by 2:30 p.m. EST on September 1, 2004. The Bureau shall attempt to provide any assistance or additional information of a reasonable nature, which might be required by interested bidders. Those submitting questions shall provide an email address [if available] and fax number for the Bureau's use in responding. Questions may be submitted in writing to:

The Bureau of Risk Management
Real Property RFP
State House Annex, Room 412
25 Capitol Street
Concord, NH 03301

or

Fax #: (603) 271-7049

or

Email: tamra.grossman@nh.gov

GENERAL BIDDING INSTRUCTIONS

1. Insurance companies utilized shall be admitted to do business in New Hampshire, or be on the Insurance Commissioner's list of approved non-admitted companies. The company's policyholders rating contained in the latest edition of Best's Insurance Reports will be considered an element of the selection criteria. Company ratings of A and A+ are preferred. All insurance policies quoted should be on a form approved by the State of New Hampshire Insurance Department, or subject to approval by the Bureau of Risk Management.
2. No warranty is made or implied as to information contained in these specifications, or that may be obtained by any bidder or underwriter to formulate an offer or while subsequently operating under the awarded contract.
3. All companies, agents or underwriters submitting proposals are construed to have agreed to all conditions set forth in the general bidding instructions, as well as those, which are part of the proposal specifications, unless otherwise stated.
4. The State of New Hampshire reserves the right to reject any and all proposals, or to award coverage in the manner deemed in the best interest of the State.
5. Agents submitting proposals shall be licensed and located in New Hampshire and maintain an office that is open during regular business hours. Business hours at minimum will include Monday through Friday, 9:00 a.m. – 5:00 p.m. or 8:00 a.m. – 4:00 p.m.
6. All proposals shall remain valid for 90 days from the date of submission.
7. All proposal quotes shall be submitted on the quotation worksheet included herewith found on page 13.
8. Specimen policies, riders and endorsement showing the intended working contract shall accompany all proposals in duplicate.
9. The proposal bid price submitted shall be the invoice price, and reflect any and all taxes, fees, and agent/broker commissions which are intended to be paid by the State.
10. Proposals shall include a description of loss control services being offered and highlight any particular strengths associated with these skills. This description shall identify the individual(s) responsible to provide services by name and location of company(s). The proposed frequency of safety advice or assistance and loss prevention inspections shall be outlined in detail.
11. Quarterly loss reports shall be provided to the Bureau of Risk Management (in duplicate) with a detailed description of all losses. These reports shall be received by the Bureau of Risk Management no later than 30 days after each quarter has ended and a twelve month aggregate summary provided annually. Loss experience must be recorded and reported in a format that complies with item #1 listed under **SPECIAL SERVICING REQUIREMENTS**, on page 9.
12. No proposal shall be accepted via fax.
13. This proposal is subject to RSA 21-I:13-a II.
14. If recommended for award of this contract, a properly completed Certificate of Authority shall be furnished by the company or agent submitting this proposal within 3 days of request by the Bureau of Risk Management. A blank Certificate of Authority is included with this proposal to provide an example of what will be required.

Current Program

The State has been insured through The Rowley Agency, with Acadia Insurance Company providing coverage to the State since 1994. The Rowley Agency has been the State's primary contact in providing services related to the fleet insurance program. Invoices are prepared individually for each department reporting fleet inventory covered by this insurance. Subrogation investigations and pursuit of physical damage losses against potentially responsible third parties may be initiated at the State's request and handled by the Rowley Agency through the contract period.

Arbitration/mediation costs are paid by The Rowley Agency, without limitation. ***Defensive Driving program costs are paid by The Rowley Agency up to the dollar amount specified by contract terms.*** Loss experience has been captured and reported by department, driver, and cause of accident for loss control purposes.

The State is seeking prospective bidders who are willing to assume equal or greater responsibility for servicing the fleet insurance program in the upcoming contract period covering 11/2004-2007 while keeping high quality customer service. Vendors shall identify the individual/organization who will be responsible for performing services and submission of a written servicing plan that details how daily operations will be implemented and performed.

Exhibit C provides a summary of the State's fleet inventory on hand as of June 30, 2004 and is separated by department and vehicle type. Exhibit D provides a summary of loss data for the current year and 5 previous years. Detailed loss runs can be obtained by telephoning Tamra Grossman at the Bureau of Risk Management at 271-3180, accessing the State of New Hampshire Website or email tamra.grossman@nh.gov. Detailed loss runs will be mailed to bidders unless directed otherwise. Please note that this information is NOT available electronically, where mail or pickup are the only two options available. The Automobile Liability Policy currently in force is also available for review and can be obtained by following the instructions specified in requesting detailed loss runs.

SPECIAL SERVICING REQUIREMENTS

- 1) Loss reports shall be maintained, reported, and summarized by the undersigned separately for each Department. Total claim count, paid amounts, and reserves shall be summed up for departments individually and for the State in aggregate. Loss reports shall at minimum, include the following detail:

- Type(s) of claim [BI, PD, UM, COLL]
- Name or code of Department involved in accident
- Insured driver name & other driver name
- Accident date
- Accident description
- Claim open or closed
- Paid and Reserve amount(s) by type of claim [BI, PD, UM, COLL] and type of payment [Ind, Med, Exp]

Loss reports shall also be provided which collectively summarize the State's activity by quarter and policy period end and depict total paid and reserves, broken down by claim type [BI, PD, UM, COLL]. These reports must be received by the Bureau of Risk Management within 30 days after each month or policy term has ended. Loss reports should also offer loss trending by department to identify loss causes of the highest frequency and/or severity.

Any request by the Bureau of Risk Management for individual written claim status shall be provided as soon as possible following such request, and in no event later than 30 days.

IMPORTANT NOTE: Although the State does not intend to purchase physical damage coverage for the fleet, the State would like the insurer to provide record keeping and trending of all fleet physical damage incidents, in the same reporting format used for liability losses.

- 2) The undersigned shall provide subrogation services to the State as it relates to fleet operations. Exhibit E provides a summary of subrogation efforts and results as performed by the State's present insurance agent, Rowley. The undersigned shall complete investigations and pursue third parties if requested by any State agency, or the Bureau of Risk Management, whenever damages involve a State owned or leased vehicle. A State owned or leased vehicle shall include all category types identified in Exhibit C, which is reported as part of the State's fleet.

The undersigned shall aggressively pursue third parties to recover money owed the State. Arbitration shall be utilized when necessary and related costs and fees shall be assumed by the undersigned. The undersigned shall request license revocation from the New Hampshire Department of Safety, Division of Motor Vehicles, whenever it is discovered that the responsible third party is uninsured and unwilling to voluntarily reimburse the State. The undersigned's responsibilities shall end after arbitration results are received or license revocation requests are made. All monies collected shall be recorded and returned to the Bureau of Risk Management for deposit.

The undersigned shall maintain detailed records and report subrogation efforts, pending and completed, on a quarterly basis to the Bureau of Risk Management. Records shall contain the following information:

- Name or code of Department involved in the accident
- Name of driver of State owned vehicle
- Name of other driver
- Accident date
- Damage amount to State owned vehicle
- Damage amount recovered
- Check date when recovery is returned to the Bureau of Risk Management
- Status - action taken (Ex: Arbitration, license revocation, etc.)

- 3) The undersigned shall designate a liaison and a toll free telephone number to handle all claim issues and inquiries from State personnel and ensure a response standard of two business days is met.
- 4) The agent awarded this contract shall prepare invoices, as instructed by the Bureau of Risk Management, for individual State agencies' share of premium owed respective of fleet inventory reported. The proposal shall offer coverage for a full three years with the policy written on an annual basis and renewal rates guaranteed throughout the contract period. The contract term will be from November 1, 2004-November 1, 2007, with the first policy term beginning on November 1, 2004 and ending on November 1, 2005.

- 5) Fleet vehicle insurance identification cards, claim forms, and accident reporting instructions shall be provided within 30 days after contract award and annually thereafter in an amount equal to the number of vehicles reported in fleet inventory by the Bureau of Risk Management.
- 6) Certificates of Insurance and Canadian Motor Vehicle Insurance cards shall be furnished by the agent awarded this contract to the Bureau of Risk Management, or its designee, within 5 days of such request, throughout the contract period.
- 7) The undersigned or designee shall attend Departmental fleet safety meetings, not to exceed six annually to provide instruction on accident reporting requirements and trending results as they relate to accident causes.

DETAILED BID SPECIFICATIONS

Objective

The undersigned, a resident licensed Agent of the Company whose policy is offered herein, hereby agrees to furnish Automobile Liability Insurance to cover all motor vehicles 1) owned, hired leased or borrowed by the State of New Hampshire and 2) to cover the State of New Hampshire for its liability with respect to all non-owned autos in a single fleet policy in accordance with the specifications set forth as follows:

Policy Provisions

1. The policy shall include coverage equal to or broader than the ISO "Business Auto Coverage Form" forms currently approved for use in NH including the coverage afforded by all ISO "Special State Endorsements" as listed in the NH specific section of the current ISO's "Commercial Automobile State Summaries" section of the ISO forms manual. Liability coverage must be "Symbol 1" or equivalent.

Uninsured and Underinsured Motorists coverage must be provided equal to or broader than the most recently approved ISO NH UM/UIM endorsement.

Hired and Non-Owned Automobile Liability coverage must be provided equal to or broader than currently approved ISO NH coverage.

2. The State of New Hampshire requests the following policy limits:

Bodily Injury and Property Damage Liability

Bodily Injury:

\$250,000 per person
\$500,000 per occurrence

Property Damage:

\$50,000 per occurrence

The State currently carries and is requesting an automobile liability policy with BI limits of 25,000/50,000, PD \$ 50,000 (UM limits equal to this). In addition The State also has and is requesting an excess policy with amounts \$ 225,000 per person, 450,000 per occurrence to supplement the BI limits only.

3. The policy shall include or be amended to include the following:

- A provision waiving as a defense the State's right of immunity to suit, to the extent of the limits of the coverage provided.
- A New Hampshire statutory motor vehicle liability policy endorsement.
- A policy amendment allowing the greatest extent of coverage relative to State Police and Department of Motor Vehicle operation of any motor vehicle.
- Coverage for uninsured/underinsured motorists.
- Coverage for ATV's and snowmobiles equal to that afforded all other fleet vehicles.
- Coverage for mobile equipment, as defined in the standard ISO language, equal to that afforded all other fleet vehicles. The policy offered must otherwise provide coverage equally protective of the State.

4. The undersigned shall consider and discount the bid rating structure accordingly based on the State's ongoing participation in administering Defensive Driving programs [DDC] for State government. The program has been operational and maintained since 1972. The State provides DDC training on average for 800 - 1200 employees on an annual basis. The State plans to continue this program and requires the undersigned to submit a bid, which provides support for the program by selecting one of two financial arrangements described below under "Financial Agreement Options - Defensive Driving". The undersigned shall specify which feature has been selected and made part of this offer by circling the option chosen as found on page 13 of the Quotation Worksheet.

FINANCIAL AGREEMENT OPTIONS - DEFENSIVE DRIVING:

DDC - "OFFER I":

The undersigned agrees to assume "full" responsibility for providing DDC training for up to 1,500 State employees annually. The DDC training shall be provided in a format approved by the National Safety Council or the Bureau of Risk Management, and in accordance with the National Safety Council's Rules and Procedures Manual. At minimum, full responsibility shall include: 1) providing instruction and course materials as certified by the National Safety Council, 2) coordinating, scheduling, and notifying State employees of training planned, 3) issuing DDC certificates at training completion and maintaining proper and accurate record keeping related to attendance and training conducted by date, employee name and department employed. Record keeping requirements will be supervised by the Bureau of Risk Management and records audited on a quarterly basis. The undersigned will be responsible for providing the training sites, not to exceed 30 miles for the audience requested to attend.

DDC - "OFFER II":

The undersigned agrees to assume "financial" responsibility for DDC course materials, National Safety Council membership and certification of State personnel related to DDC training for a maximum of 1,500 employees annually. The program and training will be administered by the Bureau of Risk Management, and training will be held at State sites and conducted by State employees. Invoices associated with these costs will be paid directly by the undersigned to the vendor specified by the Bureau of Risk Management, and shall not exceed the 3 year DDC cost projected as follows:

DDC PROJECTED "ANNUAL" COST SCHEDULE

National Safety Council membership	\$ 220.00
Course materials and certification to allow training of 1,500 employees:	
Lease of Videos (7 @ \$340 ea.) for use with Instructor Kit	\$ 2,380.00
DDC Workbooks 1,000 @ \$2.20/each	\$ 2,200.00
Certification of 15 new instructors @ \$200.00/each	\$ 3,000.00
Certification renewal of 70 DDC Instructors @ \$45.00/each	\$ 3,150.00
Miscellaneous Course Materials	\$ 175.00
ANNUAL SUBTOTAL	\$11,125.00
	x 3
3 Year DDC Cost [Maximum]	\$33,335.00

- 5) The undersigned further agrees that the premium to be charged for the policy has been developed from the rates and rating plans on file with and approved by the New Hampshire Insurance Department. Please attach all rating worksheets. Information shall be presented which allows for calculations to be verified against filed rating plans.

- A. Manual Premium _____
- B. Other Premiums (Special Provisions, Amendments) _____
- C. A+B _____

D. Experience Modification Factor _____

E. Experience Modified Premiums _____

F. Schedule Rating Credit/Debit _____

G. Composite Rating Credit/Debit _____

H. All Other Credits (Explain) _____

I. Premium Before Deviation _____

J. Deviation Factor _____

K. Premium _____

L. Taxes _____

M. Inspection Fee _____

N. Other Fees _____

O. Total Bid Price _____

NOTE: If Manual Experience or Schedule Rating or Composite Rating is utilized, a copy of the rating worksheet shall be included with this proposal.

6) The policy shall be issued by:

A Non-participating Stock Insurance Company

A Mutual or Participating Stock Insurance Company with a dividend paying record during the past five (5) years as follows:

QUOTATION WORKSHEET**UPDATE INVENTORY**

<u>Vehicle Type</u>	<u>FY 2005 Vehicle Inventory</u>	<u>Premium Rate Per Vehicle</u>	<u>Total</u>
Private Passenger	<u>1197</u>	<u> </u>	<u> </u>
Light Trucks	<u>975</u>	<u> </u>	<u> </u>
Medium Trucks	<u>140</u>	<u> </u>	<u> </u>
Heavy Trucks	<u>379</u>	<u> </u>	<u> </u>
Extra Heavy Trucks	<u>85</u>	<u> </u>	<u> </u>
Mobile Equipment	<u>557</u>	<u> </u>	<u> </u>
Trailers-Service Utility	<u>916</u>	<u> </u>	<u> </u>
Snowmobile, OHRV ATV	<u>253</u>	<u> </u>	<u> </u>
Motorcycles	<u>15</u>	<u> </u>	<u> </u>
Passenger Van-Bus 1 - 8 Capacity	<u>86</u>	<u> </u>	<u> </u>
Passenger Van-Bus 9 - 20 Capacity	<u>31</u>	<u> </u>	<u> </u>
Passenger Van-Bus 21 - 60 Capacity	<u>2</u>	<u> </u>	<u> </u>
*** Total Annual Premium			\$ <u> </u>

(*** The Total Annual Premium shall equal the Total Bid Price as quoted on page 13, item 5. O.)

I, the undersigned, agree to assume responsibility for Defensive Driving throughout the three-year contract period as specified on page 11. Please circle one.

DDC - "Offer I"

DDC - "Offer II"

I, the undersigned, agree or refuse to provide accident capture and reporting throughout the three year contract period as detailed on page 8, item 1, of all physical damage incidents involving the State fleet. Please circle one.

Agree

Refuse

I, the undersigned, agree or refuse to provide full subrogation services throughout the three year contract period as detailed on page 8, item 2, involving the State fleet. Please circle one.

Agree

Refuse

The Commissioner of Administrative Services shall determine which proposal is in the best interest of the State.

The policy shall take effect at 12:01 a.m., November 1, 2004 contingent upon approval by Governor and Council. The undersigned agrees to bind coverage effective November 1, 2004 and suspend invoicing until contract award has been voted on by Governor and Council. No interest will be charged to the State for any delay related to the process.

Such further information as the undersigned desires to submit in connection with its proposal may be furnished by letter and made a part of this proposal by reference.

NAME OF AGENCY _____

ADDRESS _____

(Date and Signature of Duly Authorized Agency Official)

THIS OFFER MUST BE SIGNED AND DATED TO BE CONSIDERED FOR AWARD.

Exhibit A

Fleet-11-1-005
FORM NUMBER P-37 (05/02)
STOCK NUMBER 4402

Subject: _____

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions. 1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____ On _____, before the undersigned officer personally appeared the person identified in block 1.12. or satisfactorily proven to be the person Whose name is signed in block 1.11? and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____			
1.18 Approval by the Governor and Council By: _____ On: _____			
EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			
5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT. 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.		this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. 9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law.	

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Exhibit B**CERTIFICATE OF VOTE/CERTIFICATE OF AUTHORITY**

I, _____ Hereby certify that I am duly elected

_____ of _____

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on _____, at which a quorum of the Board was present and voting.

VOTED: That _____ is duly authorized to enter into a specific contract namely _____ With _____ and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of _____, and that _____ is duly elected _____ of this Corporation.

DATED: _____ ATTEST: _____ (Affix Corp. Seal)

Exhibit C
State of NH Risk Management's Vehicle Summary Report FY 2005

Dept.	PV	LT	MT	HT	ET	ME	TR	SM	MC	PV1	PV2	PV3	Total
State Planning	2	0	0	0	0	0	0	0	0	0	0	0	2
OIT	0	0	0	0	0	0	0	0	0	0	0	0	0
AOC	3	0	0	0	0	0	0	0	0	0	0	0	3
Adjutant General	3	6	1	1	0	1	0	0	0	0	0	0	12
Administrative Services	4	14	2	5	0	0	0	0	0	0	0	0	25
Agriculture	17	7	0	1	0	0	2	0	0	0	0	0	27
Justice	27	3	0	0	0	0	0	0	0	0	0	0	30
Safety	213	20	0	2	5	11	105	1	0	7	0	0	364
State Police	336	26	1	0	0	1	15	7	6	0	0	0	392
Insurance	1	0	0	0	0	0	0	0	0	0	0	0	1
Highway Safety	1	0	0	0	0	0	0	0	0	2	0	0	3
Labor	20	0	0	0	0	0	0	0	0	0	0	0	20
Employment Security	0	4	1	0	0	0	0	0	0	0	0	0	5
Secretary of State	4	1	0	0	0	0	0	0	0	0	0	0	5
Library	3	7	0	0	0	0	0	0	0	0	0	0	10
DRED	28	122	10	7	1	50	73	57	2	1	4	2	357
Port Authority	0	1	0	0	0	0	0	0	0	0	1	0	2
Child & Youth	1	0	0	0	0	0	0	0	0	0	0	0	1
DJJS	14	7	1	1	0	0	1	0	0	2	1	0	27
Veterans Home	4	2	0	0	0	0	0	0	0	2	1	0	9
Environmental Services	62	44	6	4	0	2	46	3	0	0	0	0	167
Corrections	41	20	6	5	1	13	0	0	0	15	3	0	104
UNH	40	137	19	10	5	56	60	10	0	18	7	0	362
Plymouth State	10	46	0	0	0	0	0	0	0	0	2	0	58
Keene State	6	18	4	3	0	22	3	11	0	3	1	0	71
Education	4	1	0	0	0	0	0	0	0	0	0	0	5
NHCTC	28	14	4	10	0	31	4	1	0	11	1	0	104
Planetarium	1	0	0	0	0	0	0	0	0	1	0	0	2
Retirement	3	0	0	0	0	0	0	0	0	0	0	0	3
Plumbers	5	0	0	0	0	0	0	0	0	0	0	0	5
Veterans Council	3	0	0	0	0	0	0	0	0	0	0	0	3
Electricians	4	0	0	0	0	0	0	0	0	0	0	0	4
Banking	5	0	0	0	0	0	0	0	0	0	0	0	5
Pharmacy	3	0	0	0	0	0	0	0	0	0	0	0	3
Cosmotology	2	0	0	0	0	0	0	0	0	0	0	0	2
Fish & Game	9	110	12	10	1	11	168	163	7	3	0	0	494
Liquor	38	2	0	0	0	0	1	0	0	1	0	0	42
PUC	2	0	0	0	0	0	0	0	0	0	0	0	2
Sweepstakes	0	18	0	0	0	0	0	0	0	0	0	0	18
Revenue	33	1	0	0	0	0	0	0	0	0	0	0	34
Parimutual	2	0	0	0	0	0	0	0	0	0	0	0	2
Police Standards	10	1	1	0	0	0	0	0	0	0	0	0	12
Public Health	3	2	0	0	0	0	0	0	0	2	0	0	7
Glenclyff	1	11	0	0	0	11	0	0	0	1	4	0	28
Mental Health	10	0	0	0	0	0	0	0	0	2	3	0	15
NH Hospital	11	17	9	0	9	13	0	0	0	12	2	0	73
Health & Human Svcs	8	2	1	0	1	0	0	0	0	1	0	0	13
DOT	172	311	62	320	62	335	438	0	0	2	1	0	1703
Totals	1197	975	140	379	85	557	916	253	15	86	31	2	4636

Exhibit D
Summary Loss Data

Policy Period 11/1/02-11/1/03
Fleet Count 4479
Premium \$590,490.00

	# of Claims	\$ Paid	\$ Reserved
Comp/Coll	206		
APD	179	\$213,843.59	\$15,155.00
ABI	28	\$30,195.46	\$363,054.54
UM	0	\$0.00	\$0.00
Totals	413	\$244,039.05	\$378,209.54
Claims Open	15		

Policy Period 11/1/01-11/1/02
Fleet Count 4450
Premium \$590,490.00

	# of Claims	\$ Paid	\$ Reserved
Comp/Coll	90		
APD	119	\$159,010.36	\$0.00
ABI	12	\$88,500.00	\$23,400.00
UM	0	\$0.00	\$0.00
Totals	221	\$247,510.36	\$23,400.00
Claims Open	1		

Policy Period 11/1/00-11/1/01
Fleet Count 4259
Premium \$379,051.00

	# of Claims	\$ Paid	\$ Reserved
Comp/Coll	178	\$0.00	\$0.00
APD	160	\$206,854.54	\$79,701.00
ABI	16	\$5,790.40	\$22,000.00
UM	0	\$0.00	\$0.00
Totals	354	\$212,644.92	\$101,701.00
Claims Open	25		

Policy Period 11/1/99-11/1/00
Fleet Count 4251
Premium \$378,339.00

	# of Claims	\$ Paid	\$ Reserved
Comp/Coll	224	\$2,923.90	\$0.00
APD	165	\$131,568.39	\$0.00
ABI	14	\$5,500.00	\$41,000.00
UM	0	\$0.00	\$0.00
Totals	403	\$139,992.29	\$41,000.00
Claims Open	4		

Policy Period 11/1/98-11/1/99
Fleet Count 4214
Premium \$375,046.00

	# of Claims	\$ Paid	\$ Reserved
Comp/Coll	164	\$0.00	\$0.00
APD	181	\$172,766.35	\$0.00
ABI	19	\$37,490.55	\$43,000.00
UM	2	\$0.00	\$0.00
Totals	366	\$210,256.90	\$43,000.00
Claims Open	3		

Exhibit E**Subrogation – Recovery Results**

Dates	Total Received
January 1, 2001 – December 31, 2001	\$ 82,042.21
January 1, 2002 – December 31, 2002	\$ 39,171.97
January 1, 2003 – December 31, 2003	\$ 64,549.15
TOTAL	\$185,763.33

Special Note: The Rowley Agency has handled an average volume of 180 physical damage claims per policy period in pursuing third parties responsible for damaging the State fleet. The Bureau of Risk Management anticipates this volume to remain constant or slightly increase as Departments become more aware of services available by award of this contract.